



Intermarque Modern Classic Car Insurance Policy Wording

Welcome to Swann Insurance
Thank you for selecting us as your insurer



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Introduction

About this policy

Your policy consists of:

1. this policy wording, and
2. the **schedule**, and
3. the information **you** have provided in the **application** and any subsequent information **you** provide.

It is **your** responsibility to make sure that all details **you** have provided in the **application** and that appears on the **schedule** are correct.

Your duty of disclosure

When **you** apply for insurance, **you** have a duty of disclosure. This means **you** must tell **us** everything **you** know (or could reasonably be expected to know) that a prudent insurer would want to take into account in deciding:

- whether to accept or decline **your** insurance, or
- the cost and terms of **your** insurance, including the **excess**.

You also have this duty every time **your** insurance renews and when **you** make any changes to it.

If **you** breach this duty, **we** may treat **your** policy as being of no effect and to have never existed.

Please ask **us** if **you** are not sure whether **you** need to tell **us** about something.

Some examples of what you must tell us:

- *if the vehicle has been modified in any way;*
- *if you, or anyone who may drive the vehicle, have had their drivers licence suspended or cancelled in the last 5 years;*
- *if you, or anyone who may drive the vehicle, have had any traffic offences, including speed camera fines (not parking tickets) in the last 5 years;*
- *if you have been convicted of a criminal offence in the last 7 years;*
- *if the vehicle will be used for business purposes;*
- *if there are any changes to who will drive the vehicle;*
- *if you move to a different address;*
- *if you have been declined or refused insurance in the last 5 years;*
- *if you insure the vehicle with anyone else.*

Changing your mind

If **you** are not happy with this policy, **you** are welcome to change **your** mind, provided **you** tell **us** within 14 days of the date this policy started. **We** will treat **your** policy as being of no effect and to have never existed and refund in full any premium **you** have paid. This does not apply if **you** have made a claim on **your** policy.

Reading this policy

Some of the words in this policy are in **bold**. This is because they have a special meaning. There is a list of these words and what they mean at the back of this policy in the section 'Definitions'.

To make it easy for **you** to understand this policy, **we** have included some examples or comments in *italics*. The words in *italics* do not affect or limit the meaning of the section they refer to.

Please also note that the headings in this policy are designed to help **you** find **your** way around. They should not be used when interpreting this policy wording.

Our agreement

We have an agreement with **you**. **You** agree to pay **us** the premium. In exchange, **we** promise to cover **you** as set out in this policy wording.

The use of the vehicle

When cover applies

The cover provided by this policy applies when any vehicle is being **used** in New Zealand (including in transit between places in New Zealand) during the **period of cover** for any personal or business purposes not excluded below.

When cover does not apply

There is no cover under this policy if, at the time of the **event** giving rise to a claim, any vehicle is being **used**:

1. in connection with the following occupations or businesses:
 - (a) salesperson or commission agent,
 - (b) insurance agent or insurance broker,
 - (c) land or real estate agent,
 - (d) stock or station agent,
 - (e) courier driver or delivery person,
2. in connection with the motor trade,
3. to carry fare-paying passengers, *e.g. as a taxi* (other than private, not-for-profit car pooling) or for hire,
4. to carry any goods or samples in connection with any trade or business other than farming,
5. to practice for, or take part in, any race, rally, pace-making, reliability trial or speed test, or on any **race track or testing ground**.

The driver of the vehicle

When there is cover

There is only cover under this policy if, at the time of the **loss**, the driver of the **vehicle** is:

1. **you**, or
2. a **named driver**.

When there is no cover

There is no cover under this policy if, at the time of the **loss**, the driver of the vehicle:

1. does not hold a current driver's licence to drive the vehicle (if a licence is required), or
2. is in breach of a condition of their driver's licence.

This does not apply if the driver of the **vehicle** stole it or converted it, provided **you** lay a complaint with the police.

Type of cover for the vehicle

Cover options

There are three cover options:

1. Full cover.
2. Laid up cover.
3. Third party only cover.

The type of cover that applies to the **vehicle** will be shown in the **schedule**.

Full cover

If **you** have purchased 'Full cover', and it is shown in the **schedule**, then the policy provides the following cover:

1. 'Section one – Loss to your vehicle', and
2. 'Section one – Automatic extensions of cover', and
3. 'Section two – Emergency Roadside Assistance', and,
4. 'Section four – Legal liability'.

Laid up cover

If **you** have purchased 'Laid Up cover' and it is shown in the **schedule**, then the policy provides the following cover:

1. 'Section three – Laid up cover'.

Third party only cover

If **you** have purchased 'Third party only cover' and it is shown in the **schedule**, then the policy provides the following cover:

1. 'Section four – Legal liability', and
2. 'Section five – Protection against uninsured drivers'.

What we will pay (applies to Section one and Section three)

Repairable damage

If **we** consider that the **vehicle** is economic to repair, **we** have the option to:

1. arrange to repair the **vehicle** to substantially the same condition it was in before the **loss** occurred, or
2. pay **you** the cost of such repairs as estimated by **our** assessor.

Total loss

If **we** consider that the **vehicle** is **uneconomic to repair**, **we** have the option to:

1. pay **you** the **market value** up to the **sum insured** shown on the **schedule**, or
2. replace the **vehicle** with a new vehicle of the same model and specification, provided that:
 - (a) the **loss** occurred within 12 months of **you** purchasing the **vehicle** new, and
 - (b) the model and specification is available in New Zealand.

If **your vehicle** is **uneconomic to repair** and **we** have paid **your** claim:

1. This policy ends and **we** are entitled to the full premium for the **period of cover**. If **you** are paying **your** premium by instalments, **we** will deduct the amount of all instalments not paid (even if not yet due) for the current **period of cover** from the settlement of **your** claim.
2. **We** become the owner of the **vehicle**.

Unavailable parts

If any part needed to repair **your vehicle** is not available in New Zealand, then the most **we** will pay is:

1. the amount it would cost for a competent repairer or manufacturer to make the part, as determined by **our** assessor, plus
2. the estimated reasonable cost of having the part fitted to the **vehicle**.

Guarantee on repairs

We will guarantee the materials and workmanship of any repairs completed by **our** approved repairer network. This guarantee will continue for as long as **you** own **your vehicle** and it remains insured with **us**.

Section one – Loss to your vehicle

What is covered

You are covered for sudden and **accidental loss** to the **vehicle** that occurs during the **period of cover** in New Zealand (including transit between places in New Zealand).

What is not covered

Mechanical or Electrical Breakdown

You are not covered for damage or failure that is mechanical, electrical, or electronic.

However, this exclusion does not apply where **loss** results:

1. in or from a fire, or
2. from a collision, overturning, immersion in water, a flood, malicious damage, theft or illegal conversion, or **natural disaster**,
3. to the extent that cover is provided under 'Section two – Emergency Roadside Assistance'.

Tyre Damage

You are not covered for:

1. damage to tyres caused by braking, or
2. punctures, cuts or bursts to the tyres on the **vehicle**.

However, this exclusion does not apply to tyre damage that arises in connection with:

- (a) a **loss** for which a claim is otherwise payable under this policy, or
- (b) malicious damage.

Types of loss not covered

You are not covered for:

1. depreciation, or
2. wear and tear, rust or corrosion, or
3. loss of use, or
4. rot, mildew or gradual deterioration, or
5. consequential loss, unless stated otherwise.

Important: Please also read 'General exclusions'.

Section one – Automatic extensions of cover

Alternative transport

We will contribute towards the reasonable costs incurred if **you** require a hire car following a **loss** covered by this policy while the **vehicle** is:

1. being repaired, or
2. not fit to drive until it is repaired, or
3. missing after being stolen,

provided:

- (a) **we** have arranged the hire car through **our** approved supplier, and
- (b) the hire car is a passenger car with a rating of no more than 2000cc, and
- (c) **you** contribute \$20 per day (paid to **our** supplier when the hire car is obtained), and
- (d) **you** pay all running costs.

We will contribute to the costs for up to 7 days or until **we** settle **your** claim, whichever is earlier.

The most **we** will pay is \$750.

Emergency accommodation

We will pay the reasonable costs of overnight accommodation for **you** and **your** passengers if the **vehicle** can no longer be driven following a **loss** covered by this policy.

The most **we** will pay is \$500 for any **event**.

Emergency repairs

We will pay the reasonable costs for emergency repairs to be made to the **vehicle** following a **loss** covered by this policy if the repairs are essential to enable **you** to get to **your** destination or to a repairer.

The most **we** will pay is \$500 for any **event**.

Methamphetamine contamination

This policy is extended to cover **contamination damage** to the **vehicle**, provided such **contamination damage** occurred in connection with the theft or illegal conversion of the **vehicle** during the **period of cover**.

There is no cover for any **contamination damage** that is caused by or contributed to, directly or indirectly, by or in connection with **you** or **your** partner, or any member of **your** or their family (including the theft or illegal conversion by any of them).

For the purposes of this exclusion, **you** includes any trustee or beneficiary of the trust if the **vehicle** is owned by the trust, or any director or shareholder of the company if the **vehicle** is owned by the company.

We will at **our** option:

1. arrange to **remediate** the **vehicle**, or
2. pay **you** the reasonable costs to **remediate** the **vehicle** as estimated by **our** assessor.

The most **we** will pay is the **sum insured** for any **event**.

If the cost of **remediation** will put the **vehicle** in a substantially better condition, **you** may be required to make an appropriate contribution towards this cost if **we** ask **you** to.

Return vehicle after repair or theft

We will pay the reasonable costs to return the **vehicle** to **your** home address (or to any other place that **you** and **we** agree) after the **vehicle** has been repaired following a **loss** covered by this policy.

If the **vehicle** is recovered following theft or conversion, **we** will pay the reasonable costs to return the **vehicle** to the place from where it was stolen (or to any other place that **you** and **we** agree, such as **your** home).

Road clearing costs

We will pay the reasonable costs incurred for removing debris from any road or parking area, following a **loss** covered by this policy.

Towing costs

If the **vehicle** cannot be driven following a **loss** covered by this policy, **we** will pay the necessary and reasonable towing and rescue costs to move the **vehicle** to the nearest repairer or place of safety.

Windscreens and windows

No **excess** applies to the first claim in the **period of cover** that is solely for **accidental loss** to windscreens or windows.

Section one – Optional extensions of cover

The following optional policy extensions:

1. are only available if the **vehicle** is insured for 'Full cover', and
2. only apply if **you** have purchased the extension and it is shown in the **schedule**.

Emergency accommodation following a breakdown

We will pay the reasonable costs of overnight accommodation for **you** and **your** passengers if **your vehicle** breaks down while **you** are participating in an organised Motor Enthusiast Club rally.

We will not pay any accommodation costs incurred in the first 24 hours after the breakdown.

The most **we** will pay is \$500 for any **event**.

Professional driving course

This policy is extended to cover **you** while **you** are **using** the **vehicle** to participate in a driving course that is designed to improve **your** driving skills. The course may be held on a public road or at a private specialist venue provided an instructor is present.

Wedding or chauffeur driven hire

This policy is extended to cover the **vehicle** while it is being **used** by **you** to carry passengers for hire or reward in connection with a wedding or other chauffeur driven hire.

'When cover does not apply – 3' does not apply to this benefit.

Section two – Emergency Roadside Assistance

We will provide Roadside Assistance for the **vehicle** when insured for 'Full Cover', during the **period of cover**.

Roadside Assistance cover provides three call outs during any 12-month period to a maximum value of \$100 + GST per call out. Extra call outs can be made, however, all extra call outs will be charged to **you** at **our** standard fee, and further assistance is at **your** expense.

No **excess** applies to Emergency Roadside Assistance.

Accident, theft, vandalism and collision co-ordination

Following a motor vehicle accident, theft, vandalism or collision, **we** will provide advice and assistance. Towing and transportation services can be arranged at **your** expense in the event that the **vehicle** is either immobilised or unsafe to drive.

Change of flat tyres

If **you** require assistance changing a flat tyre **we** will dispatch a service provider to fit **your** spare wheel.

Emergency co-ordination

In the event of an emergency **we** will assist **you** in arranging accommodation or transportation services. The cost of these services will be **your** responsibility.

Emergency personal assistance

We will provide advice on cancellation of lost or stolen credit cards, cheques, passports and drivers licence.

Flat battery

If the **vehicle's** battery is flat and **you** cannot start the **vehicle's** engine **our** service provider will arrange to restart **your** engine.

Legal advice

We can provide access to legal advice (verbal only) on all matters arising from traffic and motor vehicle legislation, and matters arising from the **use** and ownership of **your vehicle**.

This consultation service is provided at no cost to **you**.

Lost and locked-in keys

If **you** lock **your** keys in the **vehicle** or lose **your** keys, **our** provider will access the **vehicle**, or if appropriate, transport the **vehicle** to the nearest Swann Insurance Authorised Repair Facility.

Mechanical breakdown assistance

In the **event** of mechanical breakdown, **we** will dispatch a service provider to attempt to mobilise **your vehicle**. If the problem causing the immobility is a minor mechanical or electrical breakdown, the service provider will attempt emergency mechanical or electrical repair at the roadside to rectify the problem.

Medical referral and advice

Customers traveling away from their home base and in unfamiliar territory may, from time to time, find themselves in need of medical advice or treatment. **Our** medical team will provide appropriate advice and refer **you** to the nearest medical centre for treatment. Consultant and treatment fees are **your** responsibility.

Message relay

In the **event** of a mechanical breakdown or accident, **we** can relay urgent messages to friends, family or business associates.

Out of fuel

If **you** run out of fuel **we** will dispatch a service provider to give **you** 5 litres of fuel without charge to **you**.

Taxi option

If **we** tow **your vehicle** due to a mechanical breakdown, **we** will reimburse one taxi ride to the value of \$50 including GST to enable the **vehicle** occupants to continue their journey.

Any taxi fare charged in excess of this limit will be the occupant's responsibility.

Towing

In the **event** that a **vehicle** suffers a breakdown and cannot be mobilised, **we** will tow the **vehicle** to the nearest Swann Insurance Authorised Repair Facility from the breakdown site.

If the Authorised Repair Facility is not open, the **vehicle** will be towed to a place of storage until the **vehicle** can be delivered to the nearest facility under the above criteria.

If at the time of breakdown the **vehicle** was towing a caravan, boat or trailer this **vehicle** will be towed or transported to the nearest Authorised Repair Facility or place of safety. Towing and storage costs for a caravan, boat or trailer will be **your** responsibility.

Travel delay

In the event of a mechanical breakdown or accident that delays the caller, **we** can co-ordinate the re-booking of pre-planned travel arrangements, or make alternative arrangements as directed.

Windscreen repair referral

In the event **your** windscreen is damaged **we** can refer **you** to the nearest approved windscreen repairer.

Exclusions for Roadside Assistance

Roadside Assistance will not assist if the **vehicle**:

1. has been left unattended, or
2. requires specialised salvage equipment, or
3. is not within easy access of a public road that is negotiable by a two wheel drive vehicle, or
4. cannot be accessed due to extreme conditions such as snow, ice, flooding, road slips or the like, or
5. was being **used** for competitions or off-road activity, or
6. was involved in an accident or collision, except for cover provided under 'Accident, theft, vandalism, and collision co-ordination', or
7. was being misused,
8. is a towed vehicle such as a boat, trailer and caravan, or
9. exceeds 3,000kg.

Section three – Laid up cover

You are covered for sudden and **accidental loss** to the **vehicle** caused by:

1. fire, lightning or explosion,
2. theft,
3. storm or flood,
4. vandalism or a malicious act,
5. **natural disaster**,

that occurs during the **period of cover** at the situation shown in the **schedule**.

Section four – Legal liability

Legal liability

We will cover **you** for **your** legal liability and defence costs arising from:

1. **accidental loss** to anyone else's property (including loss of use), or
 2. **bodily injury** to any person,
- that occurs during the **period of cover**, caused by **your use** of a vehicle in New Zealand.

General average

We will cover **you** for general average or salvage charges that **you** must legally pay as a result of the **vehicle** being carried by ship between places in New Zealand during the **period of cover**.

Named drivers' liability

We will cover the legal liability and defence costs, and liability to pay **reparation**, of any **named driver**, caused in connection with their **use** of the **vehicle** in the same manner as **we** cover **you**, provided:

1. the **named driver** had **your** permission to **use** the **vehicle**, and
2. the **named drivers'** liability is not covered by any other insurance, and
3. the **named driver** meets all the same terms of this policy that **you** must meet.

Reparation

We will cover **you** for **your** legal liability to pay **reparation** to a victim who has suffered **accidental loss** of property or **bodily injury** as a result of **you** committing an offence during the **period of cover** in connection with **your use** of the **vehicle**, or any other private vehicle, provided that **you** had the owner's permission to **use** the vehicle, in New Zealand (including transit between places in New Zealand),

Provided that:

1. **you** or any other person entitled to cover under this benefit must tell **us** immediately if **you** or they are charged with any offence in connection with the **use** of the **vehicle** or any other private vehicle, which resulted in **loss** of property or **bodily injury** to another person, and
2. **we** must give **our** written approval before any offer of **reparation** is made.

There is no cover under this benefit for any amounts that are covered under the Accident Compensation Act 2001 (Act), or would be covered but for:

1. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act,

2. the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act,
3. a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

Vicarious liability

We will cover **your** employer's vicarious liability while **you**, or any other employee who is a **named driver** and who has **your** permission, are **using** the **vehicle** for **your** employer's business purposes, provided:

1. **your** employer's vicarious liability is not covered by any other insurance, and
2. the **named driver using** the **vehicle** meets all the same terms of this policy that **you** must meet.

What is not covered

You are not covered for:

1. liability for **loss** to any property:
 - (a) owned by **you** or in the care of **you** or anyone **we** cover under this policy other than for:
 - (i) a disabled vehicle being towed without charge by any vehicle, or
 - (ii) clothing, personal effects and luggage being carried by, and belonging to, any passenger in any vehicle.
 - (b) being carried by, or loaded into, or unloaded from, any vehicle or a caravan or **trailer** attached to any vehicle other than specified under a) ii) above.
2. liability connected in any way with any contract or agreement unless **you** would have been liable even without a contract or agreement.
3. any fine or penalty, or punitive or exemplary damages.
4. legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament including any regulations, rules or bylaws made under any Act of Parliament.
5. liability connected in any way with any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up) unless the seepage, pollution or contamination occurs during the **period of cover**, and is caused by a sudden **accidental event** that occurs during the **period of cover**.

What we will pay

Amount payable for property damage

We will pay for:

1. liability, including liability to pay **reparation**, for **loss** to property, and
2. reasonable legal costs and expenses incurred with **our** approval, and
3. costs awarded against **you** by a Court.

The most **we** will for any **event** is \$20,000,000 and **you** do not have to pay an **excess**.

This is in addition to any other payment under this policy.

Amount payable for bodily injury

We will pay for:

1. liability, including liability to pay **reparation**, for **bodily injury**, and
2. reasonable defence costs and expenses incurred with **our** approval, and
3. costs awarded against **you** by a Court.

The most **we** will pay for any **event** is \$1,000,000 and **you** do not have to pay an **excess**.

This is in addition to any other payment under this policy.

Amount payable for a claim for bodily injury and property damage

The most **we** will pay for property damage and **bodily injury** resulting from one **event** is \$20,000,000.

This is in addition to any other payment under this policy.

Settlement of any Claim

We may pay the full amount under this part of this policy, or any lesser amount for which the liability can be settled plus defence costs incurred, and this will meet all **our** obligations under this part of this policy.

Section five – Protection against uninsured drivers

You are covered for sudden **accidental loss** to the **vehicle** that occurs during the **period of cover** in New Zealand (and transit between places in New Zealand), that is caused by an uninsured driver of another vehicle, provided **you** give **us**:

1. enough information to establish that the driver of the other vehicle was completely at fault, and
2. the correct registration number of the other vehicle and information **we** need to positively identify the driver (including name and address), and
3. reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.

General exclusions

This section explains things this policy does not cover in addition to those already mentioned in the previous sections.

Alcohol, drugs and other intoxicating substances

You are not covered under this policy if, at the time of the **loss**, the person **using** the vehicle:

1. has a breath alcohol or blood alcohol concentration that exceeds the legal limit, or
2. refuses to undergo a breath or blood test after an accident, when legally required do so, or
3. is under the influence of a drug or any other intoxicating substance to such an extent as to be incapable of having proper control of the vehicle, or
4. fails or refuses to stop, or remain at the scene, following an accident (as required by law).

This exclusion does not apply if the **vehicle** has been stolen or converted, provided **you** lay a complaint with the police.

Confiscation

You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with confiscation, nationalisation, requisition, acquisition, or destruction of or damage to property by order of government, public or local authority or under any statute or regulation, unless such order is required to prevent or control **loss** that would otherwise have been covered by this policy.

Electronic data and programs

You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with **electronic data** arising from any cause whatsoever including, but not limited to, a **computer virus**. This includes loss of use, reduction in functionality or any other associated loss or expense in connection with **electronic data**.

Intentional or reckless acts

You are not covered for any loss, damage, cost, expense, prosecution or liability arising from any intentional or reckless act or omission by **you** or anyone else covered by this policy.

Modified vehicle

You are not covered under this policy if the **vehicle** has been **modified**, unless details of all the **modifications** have been given to **us** and **we** have agreed to those modifications in writing.

Nuclear

You are not covered for any loss, damage, cost, expense, prosecution or liability of any type in connection with:

1. ionising radiation or contamination by radioactivity from:
 - (a) any nuclear fuel, or
 - (b) any nuclear waste from the combustion or fission of nuclear fuel.
2. nuclear weapons material.

Other use of your vehicle

You are not covered for any loss, damage, cost, expense, prosecution or liability where the vehicle or anything attached to the vehicle is not being **used** in accordance with the description in 'The use of the vehicle'.

Terrorism

You are not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

Unlicensed drivers

You are not covered under this policy if the driver of the vehicle:

1. does not comply with all the conditions of his or her driver's licence, or
2. is not legally allowed to drive in New Zealand.

This does not apply if the driver of the **vehicle** stole or converted it, provided **you** lay a complaint with the police.

Unlawful substances

You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with contamination from any 'controlled drug' as defined in the Misuse of Drugs Act 1975.

However, this exclusion does not apply to **loss** covered by the 'Methamphetamine contamination' under 'Section one – Automatic extensions of cover'.

Unsafe or unroadworthy

You are not covered under this policy if, at the time of the **loss**, the vehicle was being **used** in an unsafe or unroadworthy condition and:

1. the condition of the vehicle contributed to **loss** or liability, and
2. the driver should have been aware of that condition and that the condition could result in damage.

War

You are not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with any of the following, including controlling, preventing or suppressing any of the following:

war, invasion, act of foreign enemy, hostilities or war like operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

Claims

Excess

If **you** claim under this policy, **you** must pay any applicable **excess(es)** set out in the **schedule** and/or the policy.

Types of excess

There are three types of **excess** that apply to this policy.

- Basic Excess
- Age Excess
- Theft Excess

The **excess you** must pay is the total of the relevant **excess** amounts applicable to the claim, unless otherwise stated.

Basic excess

The basic **excess** is the standard **excess** and applies to every claim **you** make, unless otherwise stated in this policy. The basic **excess** is shown in the **schedule**.

Age excess for under 25 year old drivers

The age **excess** applies to any driver of the **vehicle** who, at the time of the **loss**, is under 25 years of age. The age **excess** is shown in the **schedule**.

An age **excess**, will not apply if:

1. the **vehicle** was not being driven at the time of the **loss**, or
2. the **vehicle** has been stolen or converted, as long as **you** have made a complaint with the police.

Theft excess

The theft **excess** will apply if the **vehicle** is stolen or is damaged as a result of theft or an attempted theft. The theft **excess** is shown in the **schedule**.

When you do not have to pay the excess

If **you** have purchased 'Full cover' and it is shown in the **schedule**, any **excess** shown in the **schedule** or in this policy, will not apply if the driver of another vehicle causes **loss** that is covered by this policy, provided **you**:

1. give **us** enough information to establish that the driver of the other vehicle was completely at fault, and
2. give **us** the correct registration number of the other vehicle and information **we** need to positively identify the driver (including name and address), and
3. give **us** reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.

Making a claim

What you must do

If anything occurs that may lead to a claim under this policy **you** must:

1. do what **you** can to take care of the **vehicle** and to prevent any further loss, damage, cost, expense, prosecution or liability, and
2. tell **us** as soon as possible, and
3. notify the police as soon as possible if **you** think any **loss** was caused by an illegal act, and
4. allow **us** to examine the **vehicle** before any repairs are started, and
5. send to **us** as soon as possible anything **you** receive from anyone about a claim or possible claim against **you**, and
6. give **us** any information or help that **we** ask for, and
7. consent to **your** personal information, in connection with the claim, being:
 - (a) disclosed to **us**, and
 - (b) transferred to the Insurance Claims Register Limited, and
8. not destroy or dispose of anything that is or could be part of a claim, and
9. tell **us** immediately if **you** are charged with any offence which resulted in **loss** of property or **bodily injury** to another person.
10. tell **us** if any lost or stolen property which was part of the claim is found or recovered, and hand it over to **us** if **we** request it.

What you must obtain our agreement to do

You must obtain **our** agreement before **you**:

1. incur any expenses in connection with any claim under this policy, or
2. negotiate, pay, settle, admit or deny any claim against **you**, or
3. do anything that may prejudice **our** rights of recovery, or
4. negotiate, offer to pay or pay any **reparation**, including, but not limited to, offers made as part of any case management conference or sentencing hearing.

Actions we may take

We may take action in **your** name to:

1. negotiate, defend or settle any claim against **you** that is covered by this policy, and
2. recover from any other person anything covered by this policy.

You must assist **us** with these actions. **We** will be responsible for the reasonable legal costs of these actions.

Total loss salvage rights

If the **vehicle** is **uneconomic to repair** and **we** have accepted **your** claim, the option exists for **you** to retain the **vehicle**. If **you** wish to, **we** will agree its wreck value with **you** and deduct this amount in the settlement of **your** claim.

If **you** choose not to retain the **vehicle**, and **we** have paid **your** claim, the wreck becomes **our** property.

Policy conditions that apply to all parts of this policy

Breach of any condition

If:

1. **you**, or
2. any other person **we** cover under this policy, or
3. anyone acting on **your** behalf,

breaches any of the conditions of this policy, **we** may at **our** sole discretion:

- (a) decline **your** claim, either in whole or in part,
- (b) decline any claim connected with the same **event** that **you** make on any other policies **you** have with **us**,
- (c) declare either this policy or all insurance **you** have with **us** to be of no effect and to no longer exist from the date of the dishonest or fraudulent act, or breach.

Cancellation

By you

You may cancel this policy at any time by notifying **us**. If **you** do, **we** will refund any premium that is due to **you** based on the unused portion of the **period of cover**.

By us

We may cancel this policy by giving **you** notice in writing or by electronic means at **your** last known address. Unless otherwise specified in this policy, cancellation will take effect from the 14th day after the date of the notice. **We** will refund **you** any premium that is due to **you** based on the unused portion of the **period of cover**.

Changes in circumstances

You must tell **us** immediately if there are any:

1. **modifications** to the **vehicle**, or
2. material changes that might alter the nature of the risk insured or increase the chance of a claim under this policy.

We may change the terms of this policy in response to any material change in circumstances **you** or anyone else advises **us** of. The change in terms will be effective from the date of the change in circumstances.

Information is 'material' where we would have made different decisions about either:

- (a) *accepting your insurance, or*
- (b) *setting the terms of your insurance, if we had known that information. If in any doubt, notify us anyway.*

The 'risk insured' refers to both:

- (a) *the actual property or liabilities covered (known as physical hazard), and*
- (b) *you or other persons covered by this policy (known as moral hazard).*

Change of terms

We may change the terms of this policy (including the **excess**) by giving **you** notice in writing or by electronic means at the last known address **we** have for **you**. **Your** policy will be changed from 4pm on the 30th day after the date of the notice.

Currency

Any amount shown in this policy or the **schedule** is in New Zealand dollars and includes GST.

Governing law and jurisdiction

The law of New Zealand applies to this policy, and the New Zealand Courts have exclusive jurisdiction.

Joint insurance

If this policy or any section of this policy covers more than one person, then all persons are jointly covered.

This means that a breach of this policy by any one person affects everyone's ability to claim under this policy.

Legislation changes

Any reference to any Act of Parliament or subordinate regulations or rules referred to in this policy includes any amendments made or substitutions to that law.

Other insurance

You must tell **us** as soon as **you** know of any other insurance policy that covers **you** for any of the risks covered under this policy. This policy does not cover **your loss** or liability at all if it is insured to any extent under any other insurance policy. **We** will not contribute towards any claim under any other insurance policy.

Other parties with a financial security

If **we** know of any financial interest over the **vehicle**, **we** may:

1. pay part or all of any claim settlement to that other party and this will go towards meeting the obligations **we** have under this policy for the **loss**, and
2. disclose information about the claim to that other party if required.

Any other party who has a financial interest under this policy is not covered by this policy and does not have rights to claim under this policy.

Period of insurance

If **you** agree to pay a premium each month then:

1. **you** must use a Deduction Authority which **we** approve, and
2. this policy is for the **period of cover** shown on this **schedule**, however this **period of cover** will only be valid if **you** maintain **your** monthly payments.

We may refuse a claim if an instalment is 14 days or more overdue, or cancel **your** policy if an instalment is 1 month or more overdue.

Reasonable care

You must take reasonable care at all times to avoid circumstances that could result in a claim.

Your claim will not be covered if **you** are reckless or grossly irresponsible.

True statements and answers

True statements and answers must be given (whether by **you** or any other person) in all communications with **us**, including, but not limited to when:

1. this insurance is applied for and renewed, and
2. **we** are notified about any change in circumstances, and
3. **you** make any claim under this policy.

Definitions

The definitions apply to the plural and any derivatives of the words. For example, the definition of 'accidental' also applies to the words 'accident', 'accidents' and 'accidentally'.

accessory means a part of the **vehicle**, fitted to it, usually fitted to it or permanently stored in it, not directly related to its function as a vehicle, including, but not limited to, any:

- audio, multimedia, communication or navigation equipment, and
- roof racks, and
- child car seats, and
- tools and breakdown equipment permanently kept with the **vehicle** and purchased to repair the **vehicle**, and
- first aid kit, torch, fire extinguisher and map, and
- car seat covers or floor mats.

It does not include any mobile phone, laptop computer or tablet computer.

accidental means unexpected and unintended by **you** and anyone **using** the vehicle.

act of terrorism means an act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that:

- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or disrupt an electronic system.

application means the information provided by **you** to **us** when **you** purchased this insurance or requested a quotation for this insurance from **us**.

bodily injury means the **accidental** death of, or **accidental** bodily injury to, any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.

computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes but is not limited to Trojan Horses, Worms and Time or Logic Bombs.

contamination damage means **loss** caused by **methamphetamine** contamination that exceeds the **contamination level**.

contamination level means the relevant guideline value for indoor surface contamination as set out in the most recent version of the New Zealand Standard NZS 8510.

electronic data means facts, concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

event means a single event or a series of events arising from one source or original cause.

excess means the first amount of the claim that **you** must pay, which is shown in either the **schedule** or in this policy wording.

loss means physical loss or physical damage.

market value means the reasonable cost to buy, immediately before the **loss** and on the retail market, a vehicle of a similar:

- year, and
- make, model and specification, and
- general condition (including mileage/hours),

as the damaged **vehicle**, including the value of any fitted equipment covered by this policy.

methamphetamine means the Class A controlled drug Methamphetamine or Class B controlled drug Amphetamine as defined by the Misuse of Drugs Act 1975 or any precursor chemicals and by-products.

modification means any change to the **vehicle** that is different to the manufacturer's original specification or recommendations.

Examples include:

- *changes to the engine, steering, performance, suspension, chassis, or*
- *body kits, paintwork, interior modifications, or*
- *tyres or wheels of the car, or*
- *a changed sound system valued at over \$1,000.*

We do not consider a conversion of the **vehicle** to run on CNG, LPG or Bio Gas to be a **modification** provided the **vehicle** has a current Warrant of Fitness and a current Alternative Fuel Inspection Certificate.

named driver means any driver listed on the **schedule** as a named driver.

natural disaster means an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the Earthquake Commission Act 1993.

period of cover means the period of cover shown in the **schedule**.

race track or testing ground means:

- a road or other surface which is used as a race track or testing ground,
- a public road (whether made or unmade) that, for the purpose of a race, rally, club day or like event, has temporarily been closed for use by the public generally.

remediate means to reduce the level of **methamphetamine** contamination to below the **contamination level**.

Please note, the definition of remediate means that we will not pay to remove all traces of methamphetamine contamination and will not restore the vehicle to its condition when it was new.

reparation means an amount ordered by a New Zealand Court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.

schedule means the latest version of the schedule **we** issued **you** for this policy.

sum insured means the sum insured shown in the **schedule**.

uneconomic to repair means a total loss because the **vehicle** is:

- uneconomic or unsafe to repair in **our** opinion, or
- stolen and not recovered.

use means the driving, parking, garaging or storing of the **vehicle**.

vehicle means the car described in the **schedule**, including any:

- standard tool supplied by the **vehicle's** manufacturer or a similar substitute tool, and
- **accessory** or spare part whilst in or on the **vehicle**, and
- **accessory** that has been temporarily removed from the **vehicle** for security purposes, cleaning or servicing.

we, us, our means Swann Insurance, a business division of IAG New Zealand Limited.

you means the person shown as the Insured in the **schedule**.

backed by 



Swann Insurance
A business division of IAG New Zealand Ltd.

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